

UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

INTERNAL SECURITY  
SECTION  
REGISTRATION  
MAR 8 10 02 AM '68  
RECEIVED  
U.S. DEPARTMENT  
OF JUSTICE  
CRIMINAL DIVISION

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Sontheimer Hazlett Ltd, also d/b/a Sontheimer Group, also through Mallory Factor Inc. St. Maarten's Tourist Information Office.	Government of the Island Territory, the Windward Islands, section St. Maarten

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant maintains a tourism office located at 25 West 39th street, New York, NY, disseminating tourism literature and answering queries from those interested in vacationing in the Netherlands Antilles.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant is engaged as public relations counsel in the United States for the purpose of promoting tourism in the islands of St. Maarten, St. Eustatius and Saba.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
February 29, 1984	Sheree Reinbach, VP Mallory Factor Inc.	<i>Sheree Reinbach</i>

<sup>1/</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT  
MAR 9 10 03 AM '84  
RECEIVED  
U.S. DEPARTMENT  
OF JUSTICE  
CRIMINAL DIVISION

## C O N T R A C T

Contract for Public Relations Services between jointly the GOVERNMENT OF THE ISLAND TERRITORY THE WINDWARD ISLANDS SECTION SINT MAARTEN (consisting of St. Maarten, St. Eustatius and Saba hereinafter jointly referred to as the "Client") and SONTHEIMER HAZLETT LTD. (hereinafter referred to as the "Company"), a New York Corporation as follows:-----

- I. The "Company" agrees that promptly upon receipt from the "Client" of executed copies of the contract together with full payment of any monies required to be paid upon signing, the "Company" shall promptly sign and return to the "Client" a copy of this contract and it shall thereupon become effective. The term of this contract shall commence January 1, 1983 and shall continue thereafter on a year to year basis; provided, however, that either party shall have the right to terminate this contract effective as of the end of the first or any subsequent contract year by giving written notice to the other party to that effect no later than three months prior to the end of such contract year.-----
- II. Under this contract the "Company" will:-----
- A. Conduct a public relations program for the "Client" with the primary objective of supporting and advancing the tourism industry for the three islands.-----
  - B. Maintain a tourism information office for these islands in New York City.-----
- III. A. Public relations services by the "Company" shall be directed toward the United States, Canada and the Caribbean especially San Juan, Puerto Rico and shall include:-----
- Preparation and distribution of releases and other information material for the general consumer press and travel trade journals.-----
  - Establishing and maintaining contacts with travel editors, writers and others in the tourism industry.-----
  - Arranging press interviews with tourism officials, hotel people, merchants and others in the tourism industry.-----
  - Arranging magazine articles and television and radio

programs and mentions.-----

- Producing and distributing photographs.-----
- Encouraging visits by press people from the United States, Canada and Puerto Rico to the Islands and arranging guidance and orientation for them while there.-----
- Suggesting and arranging special events.-----
- And generally advising and consulting the "Client" on matters of tourism.-----

B. To implement these obligations, the "Company" will make available the services of an account director, personal attention of the President, and staff support as needed.-----

C. Information office services shall include:-----

- Answering inquiries and disseminating information about St. Maarten, Saba and St. Eustatius to the general public and to the travel industry (travel agents, tour operators, airlines, cruise ship lines, charter organizers, etc.).-----
- Negotiating with cruise ship lines to make stops in the three islands.-----
- Maintaining contact with airlines serving the islands and assisting other airlines when indicated with new route applications.-----
- Assisting in the acquisition and servicing of group business.-----
- Filing and negotiating with the CAB for allocation of free transportation for travel agents and press.
- Organizing and assisting with travel agent familiarization visits.-----
- Serving as North American liaison for members of the St. Maarten Hotel Association and others in the "Client's" travel industry.-----

To implement these obligations the "Company" will make available the services of a Tourist Information Office Manager, a receptionist, staff assistance as required and supervisory services of an account director.-----

-----

IV. The "Company" will undertake public relations and information office training and orientation in New York for candidates officially sponsored by the tourist bureaus

in the Islands, desk and office space, and use of standard office equipment and materials to be provided by the "Company" for a reasonable period. Salary and necessary logistic expenses will not be the "Company's" obligation.-----

- V. The "Company" shall not be required to perform services of a political or lobbying nature, or the duties of an advertising agency per se; nor shall the "Company" be required to pay for advertising or pay any of the expenses of press representatives or persons of like public relations value visiting the Islands.-----

- VI. A. Payments under Article VII herein cover the following:  
Salaries and fringe benefits of "Company" staff working on behalf of the "Client", taxes, photographic supplies, photographic laboratory costs, cost of telephones, cables, telegrams, postage and mailings, freight and air cargo and messenger service required for the public relations activity within and between the United States and the Islands, cost of mailing to the Islands, press clippings, subscriptions, reference books, entertaining, rents and utilities and other overhead items, local transportation in New York for staff members.-----
- B. The "Company" shall, at cost plus a fifteen percent overhead charge in addition to the monies provided elsewhere by this contract, produce travel advertising, travel literature and/or motion pictures for the "Client", if requested, or authorized by the "Client".-----
- C. The "Company" shall be reimbursed additionally for any travel of staff members other than between the United States and the Islands, providing same is authorized by the "Client".-----
- D. The "Client" will see to it that complimentary hotel accommodations are arranged including meals for members of the "Company" in the Islands on business under this contract, that transportation for them on the Islands is provided, and will use its best efforts with carriers to obtain complimentary (or reimbursed) transportation for them to and from the Islands. Any expenses for members of the "Company" in the Islands incurred on business will be reimbursed by the "Client".-----
- E. The "Client" will do its best to expand the public rela-

tions program by endeavoring to obtain the same, concessions for press visitors and others who can be helpful to the Islands, and the "Company" will try to induce the proper persons to take advantage of such concessions.

- VII. A. The "Client" will keep the "Company" informed of developments affecting tourism in the Islands, and will supply all available statistics.
- B. The "Company" will report to the "Client" on its activities under this contract at least monthly and will supply evidence of results obtained.

- VIII. For public relations activities described herein, the "Client" will pay the "Company" a fee of one hundred sixty-six thousand seven hundred twenty-eight dollars a year (US\$ 166,728.00).
- A. The "Company" will operate or supervise offices of tourism for the Islands within the "Company's" New York office suite for an additional fee of forty-five thousand dollars (US\$ 45,000.00).
- B. The "Company" will provide office space in New York for this activity and pay for special telephones and directory listings, provide and pay for storage space for literature and pay for all reasonable mailing and communications costs.

- IX. Mass mailings to travel agents will be paid for by the "Company" so long as they do not exceed a total of US\$ 500.00 (Five hundred dollars) in any year, but mass mailings beyond that will be chargeable to the "Client".

- X. A. The total annual sum of two hundred eleven thousand seven hundred twenty-eight dollars (US\$ 211,728.00) shall be paid as follows: US\$ 35,288.00 on January 1, 1983 and US\$ 16,040.00 on the first of each month thereafter. On January 1st of the following year, the same schedule of payments shall be instituted unless the Contract is cancelled or changed.
- B. This Contract in no way changes or nullifies the auxiliary contract between the "Company" and the Netherlands Antilles Government dated March 20, 1969, a copy

of which is attached herewith as appendix A.-----

- C. All payments made according to the terms of the Contract mentioned in section X B above will be due from the "Client" during the six month period beginning May 1st.-
- D. The "Company" shall be promptly reimbursed for any projects or expenses of an unanticipated or costly nature undertaken at the request or with the consent of the "Client".-----
- E. Should any payments from the "Client" be more than thirty days in arrears, the "Company" shall be entitled to interest at the then rate being charged by Chemical Bank in New York City on the amount of such payments.-----

-----

XI. Any controversy or claim arising out of or relating to this contract, or the breach or alleged breach thereof, shall be settled by arbitration in New York, New York, before one arbitrator in accordance with the then Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notice of arbitration or service of any other process hereunder shall be deemed sufficient if sent by Registered or Certified Mail to the "Company" or to the "Client" at their addresses set forth herein or to such other address as either party might notify the other party of in writing.-----

-----

XII. No waiver in any one or more instances by either of the parties of any breach by the other party or any terms or provisions contracted in this Contract shall be considered a waiver of any succeeding or preceding breach.-----

-----

XIII. All notices to be made hereunder to "Client" shall be made to and under the name of ISLAND TERRITORY THE WINDWARD ISLANDS, Department of Social and Economic Affairs, Philipburg, St. Maarten N.A. and all notices to be made to the "Company" shall be made to SONTHEIMER HAZLET LTD., 25 West 39th Street, New York, New York 10018.-----

-----

XIV. This contract is complete and embraces the entire understanding between the parties; all prior agreements between the parties, oral or in writing, having been merged herein. This contract may not be changed or supplemented orally but only in writing signed by both parties hereto. This con-

tract is made in the State of New York and shall be construed in accordance with the laws of New York applicable to the contract wholly to be performed therein. All payments provided for herein are to be made in United States Dollars.

SONTHEIMER HAZLETT LTD.

GOVERNMENT OF THE ISLAND  
TERRITORY THE WINDWARD  
ISLANDS SECTION ST. MAARTEN

BY: [Signature]  
Richard C. Hazlett

BY: The Lieutenant Governor

DATE: February 10, 1983

DATE: February 10, 1983



Enclosure: Appendix A